

OFFICE OF THE SUPERVISOR

Telephone  
(914) 277-3637  
Fax  
(914) 276-0082

**Town of Somers**  
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE  
335 ROUTE 202  
SOMERS, NY 10589

RICK MORRISSEY  
SUPERVISOR



**SOMERS TOWN BOARD  
REGULAR MEETING - 7:00pm  
THURSDAY, NOVEMBER 14, 2019  
[www.somersny.com](http://www.somersny.com)**

6:30pm Executive Session

**I. PLEDGE OF ALLEGIANCE:**

7:00pm Regular Meeting

**II. ROLL CALL:**

**III. PUBLIC HEARINGS:**

**PUBLIC COMMENT**

Please limit your comments to no more than 3 minutes.

**IV. APPROVAL OF MINUTES:**

**SOMERS TOWN BOARD  
REGULAR MEETING - 7:00pm  
THURSDAY, NOVEMBER 14, 2019  
www.somersny.com**

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**V. DEPARTMENT REPORTS:** The Town Clerk announces receipt of the following monthly reports: Town Clerk, Building Inspector, Zoning Board of Appeals, Plumbing, Bureau of Fire Prevention, Parks & Recreation, Planning & Engineering, Tax Receiver, Director of Finance and Department Heads

**VI. BUSINESS OF THE BOARD:**

**A. PARKS & RECREATION:** No additional business.

**B. TOWN BOARD:**

1. Presentation of Proclamation – Arnold Guyot, Town of Somers Highway Dept.
2. 2018 Audit - Discussion – Jeffrey Shaver, O'Connor Davies
3. Waiver from Provisions of the Application Processing Restrictive Law: Christopher Columbus Society of Yorktown - 118 Mahopac Avenue – Discussion
4. 2020 Budget:
  - A. Set 2020 Salaries for Elected Officials:
    - a. Supervisor
    - b. Town Board
    - c. Superintendent of Highways
    - d. Town Clerk
  - B. Adopt 2020 Tentative Budget as 2020 Preliminary Budget.
  - C. Schedule Public Hearing for Preliminary Budget for December 5, 2019.
5. Somers Sewer District #2 Formation - Discussion

**C. FINANCIAL:** - No additional business.

**D. HIGHWAY:** - No additional business.

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**E. PERSONNEL:**

**1. Current Vacancies:**

- a. Affordable Housing Board (1- 2-year term ending 7/11/2020.)
- b. Affordable Housing Board (2- 2-year terms ending 7/11/2021.)
- c. Partners in Prevention (2 – 3-year terms ending 12/31/2019.)
- d. Partners in Prevention (2 – 3-year terms ending 12/31/2020.)
- e. Assessment Board of Review (1- 5-year term ending 9/30/2024.)

**2. Upcoming Vacancies - Terms Expiring in 2019:**

- a. Library Board of Trustees (2 – 4-year terms ending 12/31/2019.)
- b. Partners in Prevention (2 – 3-year terms ending 12/31/2019.)

- 3. Authorize the reappointment of Ms. Kate O'Keefe to the Somers Assessment Board of Review to a five-year term ending September 30, 2024.
- 4. Authorize the appointment of Mr. Michael Dunbar probationary to the full-time Assistant Building Inspector position retroactive to October 19, 2019 with a start date no later than November 18, 2019 at an annual salary of Grade 7a, Step 2 of the CSEA salary schedule contingent upon the successful results of a physical, drug test, reference, background and NYS driver's license checks per memo dated November 8, 2019 from Thomas J. Tooma Jr., Building Inspector.

**F. PLANNING & ENGINEERING: No additional business.**

**G. POLICE: - No additional business.**

**H. CONSENSUS AGENDA:**

- 1. Authorize the return of the following Bond per October 17, 2019 memo from Steven Woelfle, Principal Engineering Technician.
  - a. \$4,928.00 Erosion Control Bond, Tomahawk Realty, LLC  
TM: 27.05-1-13
- 2. Authorize Waiver of \$703.00 in Permit fees for the Somers Fire District for the repair to the existing handicap accessible ramp and for minor improvements to two existing travel ways to bring into current code compliance per email dated October 23, 2019 from Thomas J. Tooma, Jr., Building Inspector.

**SOMERS TOWN BOARD**  
**REGULAR MEETING - 7:00pm**  
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**[www.somersny.com](http://www.somersny.com)**

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3. Authorize the Supervisor to execute the following:
  - a. The Application to Reserve Temporary Use of the Somers Town House Green from Dennis J. Crilly for display of a temporary illuminated nativity scene approximately 2.6m wide x 2.3m tall x 0.6m deep from December 1, 2019 through January 6, 2020.
  - b. The Third Proposal to Provide Traffic Consulting Services from Frederick P. Clark Associates, Inc. for the review of New Private School, Somers, New York in the amount of \$9,600, plus out-of-pocket expenses and any attendance at meetings.
  - c. The NYS DOT Municipal Snow and Ice Agreement for a five-year term commencing July 1, 2019 and ending June 30, 2024 in the amount of \$85,821.99 which is based on a 3-year average for labor, materials, and equipment.
4. Schedule a Public Hearing for a Proposed Code Addition from the Bureau of Fire Prevention for December 12, 2019.

**SOMERS TOWN BOARD  
REGULAR MEETING - 7:00pm  
THURSDAY, NOVEMBER 14, 2019  
[www.somersny.com](http://www.somersny.com)**

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**2019 Calendar**

November 14, 2019	7:00pm	Town Board Regular Meeting
December 5, 2019	7:00pm	Town Board Work Session
December 12, 2019	7:00pm	Town Board Regular Meeting
		<b>Public Hearing:</b>
		For the proposed 2020 Quarterly
		Water Charges for the Amawalk
		Shenorock Water District, Windsor
		Water District, Amawalk Heights
		Water District

**2020 Calendar**

January 2, 2020	7:00pm	Town Board Organizational Meeting
		Town Board Work Session
January 9, 2020	7:00pm	Town Board Regular Meeting

Sent to:  
TB, TA, TC 11/13/19  
Kim DeLucia KD

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**From:** ronald dalessandro  
**Sent:** Tuesday, November 5, 2019 10:48 AM  
**To:** Rick Morrissey  
**Cc:** Kim DeLucia  
**Subject:** WAIVER REQUEST

The Christopher Columbus Society of Yorktown located at 118 Mahopac Ave. has been informed that it must request a waiver from the provisions of the application processing restrictive law from the Somers Town Board. This is necessary as we are applying for a variance on the property located at the above address. Therefore the Society respectfully requests this waiver in order to proceed.

Sincerely,

Ron D'Alessandro  
Treasurer

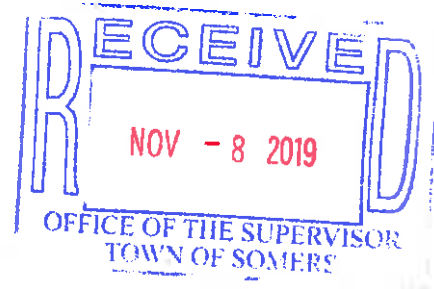
Telephone  
(914) 277-3539

FAX  
(914) 277-3790

BUILDING DEPARTMENT  
**Town of Somers**  
WESTCHESTER COUNTY, N.Y.

TOWN HOUSE  
ANNEX  
337 ROUTE 202  
SOMERS, NY 10589

Thomas J. Tooma, Jr.  
Building Inspector



**MEMO TO:** Town Board

**FROM:** Thomas J. Tooma, Jr. *(Signature)*  
Building Inspector

**RE:** Waiver from Provisions of the Application Processing Restrictive Law

**DATE:** November 8, 2019

A Notice of Violation has been issued to the Christopher Columbus Society of Yorktown located at 118 Mahopac Avenue for building a deck and staircase from the building without securing a Building Permit. Efforts have been made to rectify the Violation, but a variance is needed from the Zoning Board of Appeals. In order for the applicant to appear before the Zoning Board, a waiver from the provisions of the Application Processing Restrictive Law from the Somers Town Board is required.

Sent to:  
TB, TA, TC  
11/13/19  
KD

**TENTATIVE BUDGET**  
**ELECTED OFFICIALS PROPOSED SALARIES 2020**

	<b>2019</b>	<b>2020</b>	<b>Tentative Budget % Increase</b>
<b>Supervisor</b>	109,233	109,233	0.0%
<b>Superintendent of Highways</b>	112,309	112,309	0.0%
<b>Town Board</b>	12,612	12,864	2.00%
<b>Town Clerk</b>	77,968	85,764	10.00%



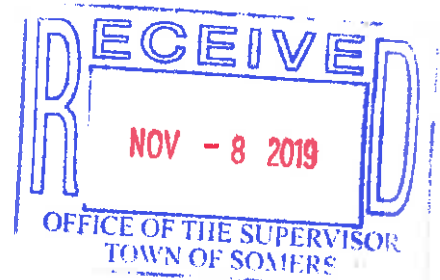
OFFICE OF THE SUPERVISOR

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**Town of Somers**  
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE  
335 ROUTE 202  
SOMERS, NY 10589

RICK MORRISSEY  
SUPERVISOR



September 23, 2019

Ms. Kate O'Keefe  
4 Overlook Way  
Purdys, NY 10578

Dear Ms. O'Keefe,

Your term on the Somers Assessment Board of Review expires on September 30, 2019. We sincerely appreciate all your service on behalf of the Town of Somers.

If you are interested in being considered for reappointment for a new term extended through September 30, 2024 please notify me at your earliest convenience.

Again, thank you for your continued dedication and for the many contributions you have made to the Town of Somers as a member of the Somers Assessment Board of Review.

*Yes I am interested  
in continuing  
Thank you  
Kat*

Very truly yours,

*Rick Morrissey*  
Rick Morrissey  
Supervisor

RM/kd

C: Town Board

Z:\Supervisor\kdelucia\Boards and Committees\Board Letters\_20190923.docx

Sent to:  
TB, TA, TC  
11/13/19  
KD

Telephone  
(914) 277-3530

FAX  
(914) 277-3790

Town of Somers  
WESTCHESTER COUNTY, N.Y.

TOWN HOUSE  
ANNEX  
337 ROUTE 262  
SOMERS, NY 10589

THOMAS J. TOOMA JR.  
Building Inspector



DATE: November 8, 2019

MEMO TO: Town Board

FROM: Thomas J. Tooma Jr.  
Building Inspector

RE: Michael Dunbar

After the successful canvassing of the Assistant Building Inspector list, I respectfully request to appoint Mr. Michael Dunbar probationary to the full-time Assistant Building Inspector position retroactive to October 19, 2019 with a start date no later than November 18, 2019 at an annual salary of grade 7a step 2 of the CSEA salary schedule contingent upon the successful results of a physical, drug test, reference, background and NYS driver's license checks.

cc: Town Clerk

Sent to:  
TB, TA, TC  
10/18/19  
KD

PLANNING AND ENGINEERING DEPARTMENTS

Telephone  
(914) 277-5866  
Fax  
(914) 277-4098

**Town of Somers**  
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE  
835 ROUTE 282  
SOMERS, NY 10589  
www.somersny.com

Steven Woelfle  
Principal Engineering Technician  
swoelfle@somersny.com



Sylvette Dym, AICP  
Town Planner  
sdym@somersny.com

Date: October 17, 2019  
To: Town Board  
From: Steven Woelfle *SW*  
Principal Engineering Technician  
RE: Tomahawk Realty, LLC Site Plan  
Resolution No. 2007-11  
TM: 27.05-1-13  
Release of Erosion Control Bond  
Received Check November 13, 2007

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This Office has no objection to the return of the Erosion Control Bond in the amount of \$4,928. Please return to:

Norman J. Goc

SW/wg  
cc: Town Clerk  
Director of Finance  
Norman J. Goc

Sent to:  
TB, TA, TC 10/30/19  
KD  
Kim DeLucia

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**From:** Tom Tooma  
**Sent:** Wednesday, October 23, 2019 1:24 PM  
**To:** Rick Morrissey  
**Cc:** Kim DeLucia  
**Subject:** RE: Somers Fire District - 119 Rt. 139

\$703.00.

Thank you,

Thomas J. Tooma, Jr.  
Building Inspector, Town of Somers  
Building Department  
337 Route 202  
Somers, NY 10589  
(914) 277-3539  
Fax (914) 277-3790  
ttooma@somersny.com

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**From:** Rick Morrissey  
**Sent:** Wednesday, October 23, 2019 12:52 PM  
**To:** Tom Tooma <ttooma@somersny.com>  
**Cc:** Kim DeLucia <kdelucia@somersny.com>  
**Subject:** RE: Somers Fire District - 119 Rt. 139

Tom:

We will place it on the Nov 7<sup>th</sup> agenda to waive the fee. Please provide the amount we will be waiving.

Thanks,

***Rick Morrissey, MPA***

Town Supervisor  
Town of Somers  
335 Route 202  
Somers, NY 10589  
Ph: 914-277-3637  
Fax: 914-276-0082  
[supervisor@somersny.com](mailto:supervisor@somersny.com)  
[www.somersny.com](http://www.somersny.com)

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**From:** Tom Tooma <ttooma@somersny.com>  
**Sent:** Wednesday, October 23, 2019 11:41 AM  
**To:** Rick Morrissey <supervisor@somersny.com>  
**Cc:** Kim DeLucia <kdelucia@somersny.com>  
**Subject:** Somers Fire District - 119 Rt. 139

Hi Rick,

The subject property has submitted plans for permit to repair the existing handicap accessible ramp (which was damaged in the course of removing the buried fuel storage tank) in addition to doing some minor improvements to two existing exterior travel ways to bring them into current code compliance. The T.B. waived the fee for the Fire District in conjunction with the fuel storage removal permit and I write to inquire if the Board would consider the same for the proposed.

Thank you,

Thomas J. Tooma, Jr.  
Building Inspector, Town of Somers  
Building Department  
337 Route 202  
Somers, NY 10589  
(914) 277-3539  
Fax (914) 277-3790  
[ttooma@somersny.com](mailto:ttooma@somersny.com)

Sent to:  
TB, TA, TC  
10/30/19  
KD



Msgr. Raymond M. Collins, Council 6205  
P. O. Box 44  
Somers, NY 10589



October 5, 2019

Mr. Rick Morrissey  
Town Supervisor  
335 Route 202  
Somers, NY 10589

Dear Mr. Morrissey:

As we have done since 2013, the members of the Msgr. Raymond M. Collins Council of the Knights of Columbus respectfully request permission to erect a temporary illuminated Nativity Scene during the Christmas holiday season from December 1, 2019 through January 6, 2020. Attached is the completed *Application to Reserve Temporary Use of the Somers Town Green House for a Permitted Holiday Display*.

The proposed Nativity Scene is the same as the one used last year and is approximately 2.6m wide x 2.3m tall x 0.6m deep. The Council will pay the costs of purchasing and erecting the Nativity Scene. A single floodlight will light the proposed display. We will pay for all electrical costs associated with the display. Additionally, the Council will be responsible for putting up and taking down the display. No assistance from government employees will be required.

Please advise if any insurance will be required, the reason for said insurance, and the amount. The Council is willing to pay all *reasonable* costs associated with its temporary display. We are also willing to post a sign at the display, which will state clearly that it is the Council's private display and not the display of the Town of Somers, or any other government entity. The Council is willing to coordinate and cooperate with the Town of Somers on the content, size and location of the sign.

Your favorable consideration of our request will be greatly appreciated.

Sincerely yours,

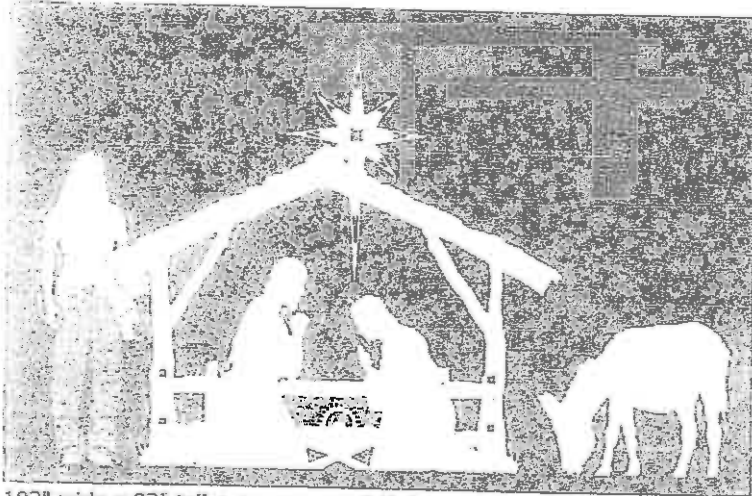
A handwritten signature in black ink that reads "D. Crilly".

Dennis J. Crilly  
Past Grand Knight

Attachment

Miniature Medium Large **Life Size**

The life size nativity set was new in 2009. It is hard work to get these made and boxed up, but it is just amazing to see the nativity displayed in this size. It is totally worth the effort. If you've got the budget and the space (not only display space, but also think about storage space because the box is huge) this is a wonderful display. Most of the Life Size nativity sets I've sold have gone to churches, hospitals, schools & nursing homes (one went to a military base in Texas, which I thought was cool). But several have gone to homeowners and they have been very happy.



The life size nativity comes with a donkey.

To order, please [click here](#)

102" wide x 92" tall (to top of star) x 24" deep

- Box is 48"x 90" x 6" and it weighs about 120 lbs (or more if you order any Additional Characters). It comes strapped to a 4'x8' wooden pallet.
- Made from 13mm, 16mm & 19mm with critical areas reinforced with an extra 16mm. This should last long enough to become an heirloom.
- Can be assembled in just a few minutes
- No fasteners or screws of any kind are required. Joints slide together and are secured in place by 4 tie-down points and stakes hammered into your soil. Ropes & stakes are provided (but if your soil is particularly sandy or wet, you may need to get larger stakes).
- I do recommend that the nativity set be tethered for extra protection. I provide instructions and the supplies needed to do that.
- Cost 987 + Shipping  
I calculate shipping costs separately for each Life Size nativity order. Please email me your shipping address and the list of what items you are interested in ordering. I will get you a shipping quote and then we can arrange payment. (Please note that including "Additional Characters" with your order will only minimally affect your shipping costs, but shipping them separately later will cost as much as shipping the nativity alone. So if you think you may eventually want Additional Characters, I would recommend getting them with your nativity, so we can just add them to your box and save you the money.)

Beautifully detailed life size outdoor nativity silhouette, made from the highest quality marine grade solid PVC available. Designed and manufactured in the USA. 102" wide x 92" tall (to top of star) x 24" deep.

OFFICE OF THE SUPERVISOR

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Town of Somers  
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE  
835 ROUTE 202  
SOMERS, NY 10589

RICK MORRISSEY  
SUPERVISOR



Application to Reserve Temporary Use of the Somers  
Town House Green for a Permitted Holiday Display

Name of Organization: Knights of Columbus - Map. Raymond Collins Council

Address: P.O. Box 44, Somers, NY

Telephone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Alternate Name: Dennis J CRILLY

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

General Description of Display: A temporary illuminated Nativity  
Scene approximately 2.6 m wide x 2.3 m tall  
x 0.6 m deep

Duration of Display (beginning and ending): 12/1/19 - 1/6/20

Requested Area for Use: Somers Town House Green

Signature of Applicant

Town Board Action

Dennis J CRILLY

Print Name

10/5/19

Date



Sent to:  
TB, TA, TE  
10/30/19, KA



## FREDERICK P. CLARK ASSOCIATES

PLANNING, TRANSPORTATION, ENVIRONMENT AND DEVELOPMENT

a Hardesty & Hanover company

555 Theodore Fremd Ave., Suite C-301

Rye, NY 10580

T: 914.967.6540

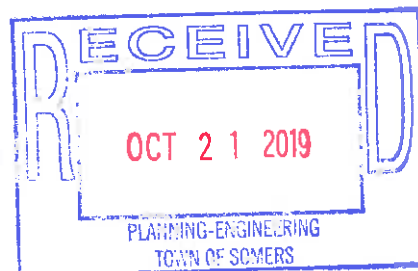
[www.hardestyhanover.com](http://www.hardestyhanover.com)

October 16, 2019

RECEIVED

OCT 21 2019

OFFICE OF THE SUPERVISOR  
TOWN OF SOMERS



Ms. Syrette Dym, AICP  
Director of Planning  
Town of Somers  
Town House  
335 Route 202  
Somers, New York 10589

Subject      **Third Proposal to Provide Traffic Consulting Services – Review of New Private School, Somers, New York**

Dear Ms. Dym:

We are in receipt of the most recent Traffic Study prepared by the Applicant's Traffic Consultant for the repurposing of the former IBM Campus to a private School.

### Scope of Services

We will review this updated Traffic Report, which in part responds to comments from our previous correspondence. Based on a preliminary review of the Applicant's Traffic Report, we will have comments to submit as soon as possible for the Applicant to respond to and potentially update the report once again. Assuming the Applicant completely responds to our comments and provides the next Traffic Report, we will have our final comments and findings for the Town's consideration two weeks after receiving the next updated Traffic Report.

It is our plan to have the preliminary comments sent to you and the Applicant's Traffic Consultant by the end of this week or later Monday of next week.

### Schedule and Fee

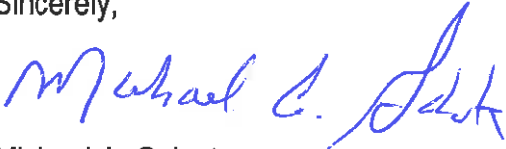
Our previous review essentially exhausted the entire budget. Our estimate for this review, which will include a partial review of the report submitted last week and the expected updated report responding to our comments, of up to \$9,600, plus out-of-pocket expenses and any attendance at meetings. We understand that this fee is likely more than the Town and likely the Applicant anticipated; however, we continue to have comments and concerns with the Traffic Study and the Applicant has changed some of the inputs, such as distribution and assignment of site traffic, which requires us to back track to the original baseline traffic volumes and previous distribution patterns

Ms. Syrette Dym, AICP  
Private School, Somers, NY  
Page 2  
October 16, 2019

and estimates for site traffic. This budget is based on charging for our time on an hourly basis. A copy of our current Schedule of Hourly Charges for 2019 is attached.

If you have any questions, please do not hesitate to call.

Sincerely,



Michael A. Galante  
Managing Principal

Enclosure

Our fee to complete this Study, as described above, will be up to \$9,600, plus out-of-pocket expenses. It is our hope that this is the final budget request to complete this work. This fee does not include our attendance at any meetings. If necessary, we will attend meetings with the Applicant or the Town and bill for this separately. Evening meetings will be billed hourly.

Accepted by \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name and Organization (Required)

\_\_\_\_\_  
Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_



# **FREDERICK P. CLARK ASSOCIATES**

PLANNING, TRANSPORTATION, ENVIRONMENT AND DEVELOPMENT

*a Hardesty & Hanover company*

555 Theodore Fremd Ave., Suite C-301

Rye, NY 10580

T: 914.967.6540

[www.hardestyhanover.com](http://www.hardestyhanover.com)

## **CLASSIFIED MAXIMUM HOURLY RATE SCHEDULE (2019)**

### **PROFESSIONAL SUPPORT**

Expert Testimony	\$350
Principal	275
Supervising Engineer/Planner/Landscape Architect	245
Project Manager	225
Principal Engineer/Architect/Landscape Architect/Planner	215
Senior Engineer/Architect/Landscape Architect/Planner	175
Engineer/Architect/Landscape Architect/Planner	145
Jr Engineer/Architect/Landscape Architect/Planner	125
Technician and Detailer	100
Engineering Aide	75
Senior Environmentalist	\$170
Environmentalist	135
Senior Drafter	\$130
Drafter/CADD Operator	90
Estimator	\$200

\* Hourly rates provided are inclusive of overhead costs and profit

\* Evening meetings will be billed at a minimum of 3.0 hours.

### **EQUIPMENT**

Computer Usage/CADD Plotter (Deliverables)	\$12.50/plot
Printing Reproduction Processing (8x11)	\$0.10/page

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October 8, 2019

**Town of Somers**  
335 Route 202  
Somers, NY 10589  
**ATTN: Rick Morrissey**

RE: **NYSDOT Snow and Ice Agreement  
Town of Somers, NY  
Years 2019 to 2024**

Dear Supervisor Morrissey:

The materials for the years **2019 to 2024 Municipal Snow & Ice Agreement** are enclosed with this cover letter. The enclosure includes four (4) Agreement packages and four (4) Snow and Ice Control Maps. If the Town is interested in continued participation of the program, the municipality must issue a **Signed & Sealed Resolution** from their governing body authorizing a Municipal Official to enter into the Snow and Ice agreement.

Please return the four (4) **completed Agreement packages** and four (4) **"signed" maps** to this office for processing, if possible, by **October 31<sup>st</sup>, 2019**. This package shall include the items as listed below.

1. **Four (4) Agreements:** Fill in the blanks on the on the pages *including original signature and notary seals* on each agreement.
2. **Four (4) Estimated Expenditure/Agreement Adjustment Worksheet**
3. **Four (4) Resolutions:** Resolutions from the municipality must be *complete with original signatures* and *certified with the Municipal Seal* on each.
4. **Four (4) Maps:** Each of the four (4) maps *with original signatures* from the responsible Municipal Official.

**Four original agreements, four resolutions and four maps are needed to execute a contract.**

**SEND THE COMPLETED PACKAGE TO:** New York State DOT  
Residency 8-8 Westchester North  
85 Route 100  
Katonah, N.Y. 10536  
**ATTN: Michael LeRose**

The Department appreciates the Town effort and participation during the Snow and Ice season. If you have any questions or comments, please contact the Residency at (914) 232-3060.

  
Michael LeRose

Assistant Resident Engineer, Westchester North, NYSDOT Residency 8-8  
cc: file

Contract #	Municipality	Region #
D014870	Town of Somers/Westchester County	8

## MUNICIPAL SNOW AND ICE AGREEMENT

**IMPORTANT: Please check ONLY ONE of the reimbursement options below:**

☐ Time and Materials (Conventional)
 ☐ Fixed Lump Sum
 ☐ Indexed Lump Sum

This Agreement made by and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as "STATE"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "COMMISSIONER"), and the \_\_\_\_\_ of \_\_\_\_\_

the Town of Somers (hereinafter referred to as "MUNICIPALITY") as follows:  
Town, Village, City or County                      Municipality

WHEREAS, Pursuant to Section 12 of the Highway Law, the maintenance of State highways includes the control of snow and ice thereon as the COMMISSIONER may deem to be necessary to provide reasonable passage and movement of vehicles over such highways, and

WHEREAS, the work of such control of snow and ice may be done by any municipality, which for the purposes of said Section 12 shall include only a county, city, town or village, pursuant to an agreement entered into between the governing board or body of any such municipality and the COMMISSIONER; and

WHEREAS, The MUNICIPALITY is willing to perform the work of such control of snow and ice upon STATE highways according to the guidelines, policies and procedures deemed by the COMMISSIONER to be for the best interest of the public:

NOW, THEREFORE, In consideration of the mutual covenants and benefits between the parties hereto.

WITNESSETH:

1. The term of this Agreement shall be for five years commencing **July 1, 2019 and ending June 30, 2024**. At least one year prior to the expiration each five-year term the MUNICIPALITY shall notify the COMMISSIONER either (a) that it requests with the approval of the COMMISSIONER that the term of the Agreement be extended five years, or (b) that it intends not to extend the Agreement, in which case the Agreement shall expire at the end of the five-year term. The maximum contract life for this Agreement shall not exceed twenty years from the original contract date at which point a new contract will need to be executed. If the MUNICIPALITY fails to notify the COMMISSIONER as herein provided, it shall be deemed that the municipality intends not to extend the term of this Agreement.
2. The MUNICIPALITY and the STATE agree to the method of reimbursement selected above. Detailed descriptions of the reimbursement methods are outlined in the *Municipal-State Agreements for Control of Snow and Ice on State Highways: Terms, Reimbursement Procedures and Documentation*, as published on the NYSDOT website at the time of contract execution and are incorporated herein by reference. This document is located at: <https://www.dot.ny.gov/divisions/operating/oom/transportation-maintenance/snow-ice>
3. In the event that the COMMISSIONER shall deem the work of control of snow and ice performed by the MUNICIPALITY inadequate or unsatisfactory according to the terms of this Agreement and not being performed in the best interest of the public, the COMMISSIONER may, by official order to be filed in the COMMISSIONER'S office and the Department of State, cancel the Agreement, and any payments herein provided by the STATE shall cease. Any such official order shall become effective at the expiration of five (5) days after the COMMISSIONER shall have mailed a certified copy thereof to the clerk or other official who performs duties of a clerk in such MUNICIPALITY. The COMMISSIONER shall thereupon perform the work in such manner as, in the COMMISSIONER'S judgment, shall be for the best interest of the public.

4. The MUNICIPALITY may enter into a contract with another municipality for the performance of the work of said control of snow and ice as a subcontractor of the MUNICIPALITY, provided that such MUNICIPALITY shall first obtain the consent therefor from the COMMISSIONER. The MUNICIPALITY, as an agent of the State in performing the function herein delegated to it by the State, shall clear such State highways of snow and ice as designated by the COMMISSIONER, to the extent that the COMMISSIONER may deem necessary to provide reasonable passage and movement of vehicles over such highways all in accordance with terms, rules and regulations as may be deemed by the COMMISSIONER to be in the best interest of the public, such terms, guidelines, policies and procedures (a) having been submitted to and examined by the governing body of said MUNICIPALITY, prior to or simultaneously with the execution and delivery of this Agreement are hereby made part hereof, and (b) being subject to change or modification from time to time by the COMMISSIONER after consultation and negotiation with the municipality as the COMMISSIONER deems it necessary for the best interest of the public, it being understood by the parties hereto that notice of any such change or modification shall be mailed by the COMMISSIONER to the MUNICIPALITY and shall, according to the provisions hereof, be deemed to be thereupon accepted by the MUNICIPALITY and made a part hereof, except that in the event the MUNICIPALITY does not concur with the modification, the MUNICIPALITY may submit a letter of dispute to the COMMISSIONER within 10 business days after receipt of the notice, setting forth the reason for the non-concurrence. The COMMISSIONER shall then, within 10 business days, arrange for a meeting between representatives of the COMMISSIONER and the MUNICIPALITY to be held as soon as practicable to resolve the matter. In the event the matter cannot be resolved, the COMMISSIONER may unilaterally impose the modification, and the MUNICIPALITY shall comply. In that event, the MUNICIPALITY may, if it so elects, notify the COMMISSIONER that this Agreement is terminated, effective not less than one year after the date of receipt of the notice by the COMMISSIONER. The COMMISSIONER may, however, shorten this period to not less than 30 days, if the COMMISSIONER deems it in the public interest.
5. In the event that snow fence installation and removal is part of the agreement, the MUNICIPALITY shall obtain necessary permission from the landowners affected and shall erect snow fences at suitable locations on such highways where designated by the COMMISSIONER and shall also remove such snow fences pursuant to said guidelines, policies and procedures.
6. The MUNICIPALITY shall (a) designate and hereby does designate the Superintendent of Highways of the MUNICIPALITY as the representative of the MUNICIPALITY who shall be in responsible charge and shall have supervision of the performance of the work under this Agreement, (b) provide the necessary machinery, tools, materials and equipment to perform the terms of this Agreement, (c) provide the necessary personnel and supplies to operate such machinery, tools and equipment, and (d) furnish abrasives, chemicals or other similar materials at such locations as may be designated by the COMMISSIONER and in such quantities as may be necessary for the performance of this Agreement, to be applied in the manner and in such quantity as may be directed by the COMMISSIONER; provided, however, the COMMISSIONER with the concurrence of the municipality may furnish for use under this Agreement such snow fence, materials, chemicals and abrasives as he may deem desirable and in the best public interest, and he shall notify the MUNICIPALITY on or before August 1 of each year as to the kind and amount of such items as are to be furnished for the following winter season.
7. The COMMISSIONER shall furnish the MUNICIPALITY with a suitable map which shall delineate the State Highways within and in the vicinity of the boundaries of the MUNICIPALITY and shall show distinctively, the State Highways or parts thereof that are affected by this Agreement. For each year of the term of the Agreement, or for any extended term thereof, the maps shall be modified to show the changes, if any, to the State Highways affected by this Agreement. Any such modification to such map shall be agreed upon in writing by the COMMISSIONER and the MUNICIPALITY.
8. Whenever directed by the COMMISSIONER, the MUNICIPALITY shall include in the work delegated to be performed under this Agreement any bridges or highways that cross into an adjacent municipality or municipalities after consultation with the effected municipalities.
9. In consideration of the performance of the MUNICIPALITY, the STATE agrees to pay the MUNICIPALITY each year during the term of this agreement \$\_\_\_\_\_ for \_\_\_\_\_ lane miles for each average season. This figure shall be known as the estimated expenditure. This estimated expenditure may be adjusted annually by the COMMISSIONER under this Agreement based upon demonstrated increases or decreases in the cost of performing the work or due to increases or decreases in lane miles on which work is performed. Such adjustments will require an Amendment to this Agreement. **The total contract value for the term of this agreement is \$\_\_\_\_\_.** The COMMISSIONER, however, reserves the right to reduce the amount of the estimated expenditure set forth herein if the monies available to the Department for control of snow and ice are not sufficient to meet the anticipated expenditures for this program. In the event of such an occurrence, the COMMISSIONER shall notify the MUNICIPALITY, on or before November 1st of any year during the term of this Agreement for which such changed

estimated expenditure is to apply. Upon receipt of such notice, the MUNICIPALITY shall, in cooperation with the STATE, review and reorganize its operations to the fullest extent practicable to prevent over commitment of allocated funds. The COMMISSIONER may in his or her discretion restore in part or in whole the amount of the estimated expenditure taking into consideration the weather conditions experienced in the MUNICIPALITY and the amount of monies available for control of snow and ice.

10. **This section applies only to Fixed Lump Sum and Indexed Lump Sum Contracts:** The estimated expenditure may be updated under this contract based upon demonstrated increases or decreases in the cost of performing the work. The cost of the work is comprised of the following portions that have been agreed to by the STATE and MUNICIPALITY: Labor \_\_\_\_\_%, Materials \_\_\_\_\_% and Equipment \_\_\_\_\_. The approved modified increase or decrease in the estimated expenditure shall become effective upon written notification by the COMMISSIONER to the MUNICIPALITY and shall thereby be substituted in place of the above estimated expenditure and made part of this Agreement without further action. If the mileage of which work is performed by the MUNICIPALITY increases or decreases or the MUNICIPALITY or the state incurs other changes that impact the cost of performing the work, the amount of the estimated expenditure set forth herein may be adjusted by the COMMISSIONER after consultation/negotiation with the MUNICIPALITY in writing, on or before November 1<sup>st</sup> of any year during the term of this Agreement for which such changed estimated expenditure is to apply. Upon receipt of such notice, the MUNICIPALITY shall, in cooperation with the STATE, review and reorganize its operations to the fullest extent practicable to accommodate the change.
11. The STATE shall indemnify and hold harmless the MUNICIPALITY for work performed hereunder to the extent permitted under Highway Law Section 12 (2-a).
12. The MUNICIPALITY specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the STATE beyond the monies available for the purpose.
13. This Agreement and the attached Appendix A, Standard Clauses for all New York State Contracts, and Appendix A-1, Supplemental Title VI Provisions (Civil Rights Act) shall bind the parties, their successors and assigns.
14. Below is a listing of all documents forming this agreement:
  - a. Agreement Form – this document titled “Municipal Snow and Ice Agreement”
  - b. Contract Adjustment Worksheet – shows the breakdown of the Estimated Expenditure
  - c. Appendix “A” – New York State Standard Clauses for New York State Contracts
  - d. Appendix “A-1” – Supplemental Title VI Provisions (Civil Rights Act)
  - e. Municipal Resolution – duly adopted Municipal resolution authorizing the appropriate Municipal official to execute this Agreement on behalf of the Municipality and appropriating the funding required therefore
  - f. Attachment Map – defining the municipality’s work limits that satisfies the requirements in Section 7 of this Agreement

IN WITNESS WHEREOF, This Agreement has been executed by the STATE, acting by and through the duly authorized representative of the COMMISSIONER, and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first above written.

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY

BY \_\_\_\_\_  
for Commissioner of Transportation

BY \_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

NYS COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_

STATE OF NEW YORK )

) SS:

COUNTY OF Westchester )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me personally came \_\_\_\_\_ to me known who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, New York; that he is the \_\_\_\_\_ of \_\_\_\_\_ the municipality described in and which executed the above instrument; that he executed said instrument by order of the Governing Body of said municipality pursuant to a resolution which was duly adopted on \_\_\_\_\_; a certified copy of such resolution attached hereto and made a part hereof.

\_\_\_\_\_  
Notary Public



## AGREEMENT CALCULATION/ADJUSTMENT WORKSHEETS

19/20 Snow & Ice Season  
New Contract # D014870  
Contract Period: 7/1/2019 to 6/30/2024

### PREVIOUS CONTRACT INFORMATION

<b>Municipality</b>	Town of Somers	<b>Contract</b>	D009794
<b>County</b>	Westchester	<b>Region</b>	8

<b>2016/17 Season's Estimated Expenditure</b>	\$49,079.23
<b>2016/17 Actual Paid*</b>	\$73,471.61

<b>2017/18 Season's Estimated Expenditure</b>	\$51,302.35
<b>2017/18 Actual Paid*</b>	\$101,881.54

<b>2018/19 Season's Estimated Expenditure</b>	\$52,102.05
<b>2018/19 Actual Paid*</b>	\$82,112.83

<b>3-Year Average (based on Actual Paid)</b>	\$85,821.99
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*\*Actual Paid amounts include any adjustment payments beyond the estimated expenditure made during or after that season's end (i.e, index adjustments for winter severity, reasonableness review adjustments, etc).*

### NEW CONTRACT INFORMATION

**CONTRACT # D014870**

3-Year Averages					\$85,821.99	
<b>%</b>	<b>Labor</b>	38.35%	<b>Materials</b>	29.26%	<b>Equipment</b>	32.39%
<b>Value</b>	\$32,909.87		\$25,114.38		\$27,797.74	

### LABOR\*

Labor Portion of 3-Year Average	\$32,909.87	
% Labor Increase/Decrease for 2019/20 Season	x	%
Additional/Less Labor Costs for 2019/20	\$	

<b>Labor Portion of 2019/20 Season's Estimated Expenditure</b>	
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\* Attach Municipality's certification of applicable labor cost increase

**MATERIALS**

Materials Portion of 3-Year Average

\$25,114.38

	% Materials	2018/19 Total Material \$	I. Proportionate \$ Amount	Current Price Per Unit	2018/19 Extension Price Per Unit	Difference (Show +/- )	II. ± ▲ %	I. x II. Inc/Dec
Salt	100%	\$25,114.38	\$25,114.38	\$65.74	\$70.61	-\$4.87	-6.90%	-\$1,732.15
Sand								
Other								
Materials Total								\$23,382.23

**Materials Portion of 2019/20 Season's Estimated Expenditure****\$23,382.23****EQUIPMENT**

Equipment Portion of 3-Year Average

\$27,797.74

% Equipment Increase/Decrease for 2019/20 Season

x 0%

Additional/Less Equipment Costs for 2019/20

\$0.00

**Equipment Portion of 2019/20 Extension's Estimated Expenditure****\$27,797.74****SUB-TOTAL (Before Fixed Costs)****FIXED COSTS (only fill out if necessary)**

Salt Storage (Barns)		
DTN Weather Service		
Snow Fence		
Total Fixed Costs		

## SUMMARY OF COSTS

2019/2020 Estimated Expenditure Breakdown						
%	Labor		Materials		Equipment	
Value						
SUB-TOTAL						
Add Fixed Costs (if necessary)						

<b>2019/20 SEASON ESTIMATE</b> (Labor + Materials + Equipment + Fixed Costs)	
<b>Total Base Estimate for Contract (Total Contract Value)</b> (19/20 estimate multiplied by 5)	

Recommended by: \_\_\_\_\_ Approved by: \_\_\_\_\_  
Resident Engineer S&I Program Manager

### **FOR NEW/CONTINUING INDEXED LUMP SUM AGREEMENTS ONLY**

Indexed lump sum snow and ice contracts require the use of a "permanent divisor," or PD. This number is the average of the number of miles plowed (also known as J-miles) over the previous 3 years by the NYSDOT Residency that would otherwise be responsible for plowing the roads being contracted to the municipality in this agreement. The PD number would, for the purposes of this agreement, constitute an "average" winter for the entire life of this agreement (20 years maximum), only being reset when a new contract is established.

At the end of each winter, the actual total of J-miles plowed would be compared against the PD to determine a winter severity index. An index of less than 0.67 would be considered a light winter, 0.671 to 1.000 more toward average, and greater than 1 would be considered a severe winter. More details can be found in the *Municipal-State Agreements for Control of Snow and Ice on State Highways: Terms, Reimbursement Procedures and Documentation*, Section 4.5.

For these agreements, J-mile totals are calculated by the following formula:  
**J01 Miles + J02 Miles + (J03 Miles multiplied by 2)**

If the prior contract was an index lump sum contract, the information below indicates the J-mile totals NYSDOT Main Office has on record for the previous 3 seasons, with a suggested new Permanent Divisor. Also, for purposes of calculating the winter severity index, the number of Lane Miles the appropriate NYSDOT residency is responsible for needs to be known. Please verify the numbers for accuracy. If the prior contract was not an index lump sum contract, please write down the values where indicated.

16/17 J-Mile Total	84,682	18/17 Lane Miles	659
17/18 J-Mile Total	112,314	17/18 Lane Miles	659
18/19 J-Mile Total	89,131	18/19 Lane Miles	659
3-Year Average (New Permanent Divisor)	95,376	19/20 Lane Miles (not an average)	

MAP SHOWING TOWN OF SOMERS  
RESPONSIBILITY FOR SNOW & ICE CONTROL ON STATE HIGHWAYS FOR THE SEASONS  
OF 2019/20—2023/24

CENTER LANE MILES	CONTRACT LANE MILES
	30.03



SIGNED \_\_\_\_\_

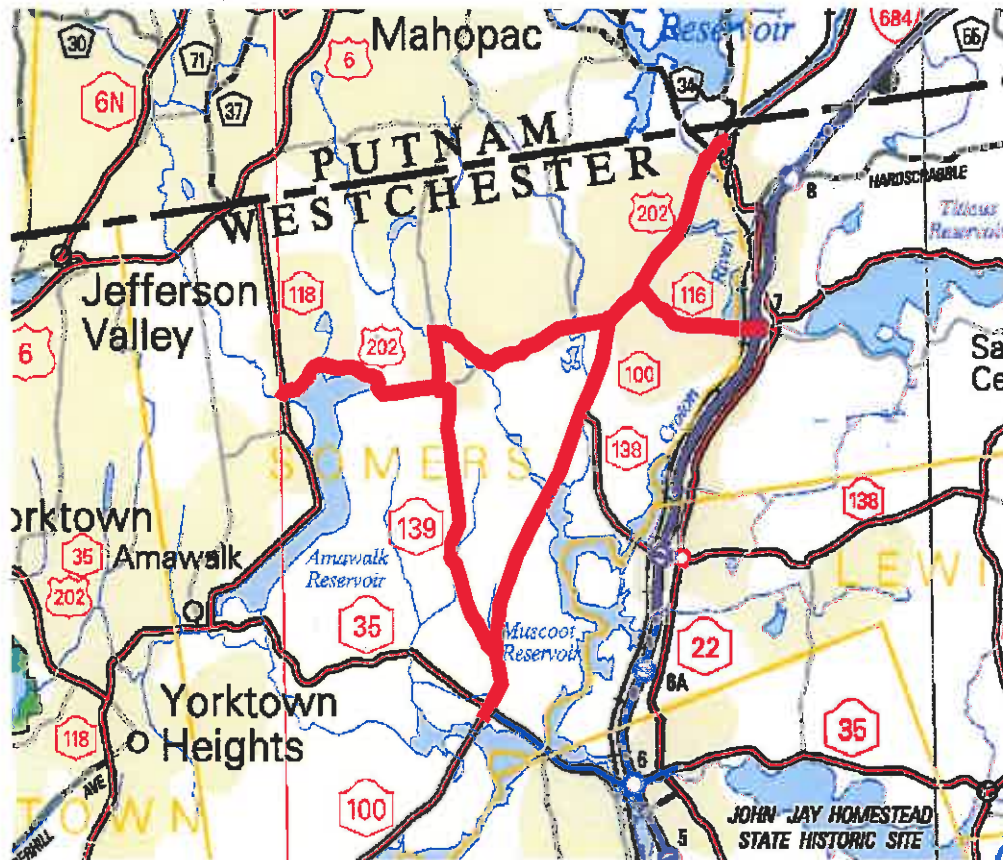
REGIONAL DIRECTOR OF OPERATIONS

DATE \_\_\_\_\_

SIGNED \_\_\_\_\_

FOR MUNICIPALITY

DATE \_\_\_\_\_





OFFICE OF THE SUPERVISOR  
TOWN OF SOMERS  
Telephone  
(914) 277-8228  
Fax  
(914) 277-3790

BUREAU OF FIRE PREVENTION

Town of Somers  
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE  
ANNEX  
337 ROUTE 202  
SOMERS, NY 10589

THOMAS J. TOOMA, JR.  
CHIEF



**MEMO TO:** Town Board

**FROM:** Bureau of Fire Prevention

**RE:** Proposed Code Addition – Chapter 26 – Fire Prevention Bureau

**DATE:** July 3, 2019

At their June 12, 2019 monthly Bureau of Fire Prevention meeting, the Bureau revised their previous submission for your consideration and would like it to read:

**§26-2 – Powers and Duties**

(7) The Bureau of Fire Prevention will review any proposed installation or alteration or replacement of existing obstructions that would restrict Fire Department/EMS access to any property in the Town of Somers to ensure the safety of the public and first responder personnel and apparatus. The Bureau of Fire Prevention will have the authority to notify the owner and any tenants of a property of any condition or conditions that exist on the property that would prohibit or significantly hamper the Fire Department from fulfilling their duties to life and/or property safety.

attachments - Original Proposed Code Addition Memo of May 21, 2019  
Gate Information from Neighboring Towns of January 9, 2019



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THOMAS J. TOOMA, JR.  
CHIEF



**MEMO TO:** Town Board

**FROM:** Bureau of Fire Prevention

**RE:** Proposed Code Addition – Chapter 26 – Fire Prevention Bureau

**DATE:** May 21, 2019

After spending considerable time researching and discussing this topic, the Bureau of Fire Prevention recommends the following addition to Chapter 26 – Fire Prevention Bureau of the Code of the Town of Somers:

**§26-2 – Powers and Duties**

(7) The Bureau of Fire Prevention will have the authority to regulate the installation of, or order the alteration or removal of any gates, arches, fences, walls, bridges, spans, culverts, speed control grade changes, privacy screening, landscaping, and similar features or devices when such items are placed or installed in such proximity to a driveway or roadway as to render a driveway (in whole or in part) inaccessible to Fire Department apparatus, or whereas a reasonable hazard to public motorists or Fire Department personnel is or would be created by Fire Department apparatus attempting to enter or exit the property due to any aspect of installation of said devices.

The Bureau of Fire Prevention will have the authority to cause the review of these items by the Highway Superintendent, Chief of Police, State Department of Transportation, Planning Board, Town Board, public, and or any appropriate technical specialist in order to ensure the safety of the public and first responder personnel.

The Bureau of Fire Prevention will have the authority to order a property owner or tenant to produce any documentation appropriate to certify the structural integrity or load bearing capabilities of the aforementioned items in an effort to ensure safety.

The Bureau of Fire Prevention will have the authority to notify the property owner, any tenants, and any insurance companies for the property of any condition or conditions that exist on the

property that would prohibit or significantly hamper the Fire Department from fulfilling their duties to life and or property safety.



January 9, 2019

### **BEDFORD**

Bedford issues *Fence Permits* for gates and pillars and they must meet the requirements of the Fence Code "Obstructions in Front Yards" or apply to the ZBA. Commercial gates and fences may also require site plan approval of the Planning Board.

### **LEWISBORO**

Gates are not specifically listed in the town code, but I treat them the same as fences, which must meet zoning regulations and require a permit.

### **NEW CASTLE**

The Town does not have any local laws regarding the installation of residential or commercial gates.

However, there are many factors that play a part in the design of the gates, which are outlined below:

1. Location of gate access relative to the property line, in which no structures (including gates and fences, stonewalls) are allowed within the Town ROW.
2. Obstruction of sight lines at the driveway intersection with the roadway.
3. The maximum height of gate (max. allowed of 6').
4. In general, the gate access which should be a minimum distance of 16' between the gate opening for EMS access.
5. Relative distance from closed gate to the edge of pavement, whereas the delivery truck (Fed Ex, UPS or oil truck) does not block a portion of the travel lane.
6. We would also require a design professional to submit drawings and specifications for columns and gates. This is necessary to process a Building Permit application. A final survey will may also be required.

### **NORTH CASTLE**

All new commercial buildings, new multifamily residential buildings and new commercial driveways with gates, including gated facilities, shall provide a key box of a type approved by the Building Department. The location and contents of the key box must be approved by the respective fire chief or his/her designee.

All residential driveways with gates, including gated communities, shall provide a keypad device with an emergency opening code acceptable to the respective fire chief or his/her designee.

This chapter shall not prohibit any fence or wall, subject to applicable permits and reviews by the Town, provided that the finished side of such fencing or wall shall face the exterior of the property as defined by the property line, and provided that such fence or wall does not exceed six feet in height. Mesh deer fencing exceeding six feet in height and driveway entry piers and gates exceeding six feet in height shall be permitted to reach a height of eight feet except that deer fencing over six feet in height shall not be permitted within 25 feet of the front property line.

#### **NORTH SALEM**

Per our Zoning Ordinance, Article VI, Section 250-22, any fence, gate, wall within a required setback may only be 4 ft. high in the front yard and 5 ft. in the side and rear yards – residential or commercial. Height includes gate support posts and any kind of cap or light fixture. There's an exception for a very specific type of deer-fencing that may be up to 6 ft. in height. If fence, wall, etc. is beyond the required setback/deeper into the subject property, there is no limitation on height.

#### **YORKTOWN**

Never responded